



DISASTER MANAGEMENT

www.areaedma.org

AREA E DISASTER MANAGEMENT Executive Committee Meeting

Thursday
April 7, 2016
3:00-4:30pm

La Mirada City Hall, A&B Rooms
La Mirada, CA 90638
(562) 902-2368

Cullen Armet
Area E DMAC

AREA E MEMBERS

ARTESIA

BELL

BELL GARDENS

BELLFLOWER

CARSON

CERRITOS

COMMERCE

COMPTON

CUDAHY

DOWNEY

HAWAIIAN GARDENS

HUNTINGTON PARK

LA HABRA HEIGHTS

LA MIRADA

LAKEWOOD

LOS ANGELES CO

LYNWOOD

MAYWOOD

MONTEBELLO

NORWALK

PARAMOUNT

PICO RIVERA

SANTA FE SPRINGS

SOUTH GATE

VERNON

WHITTIER

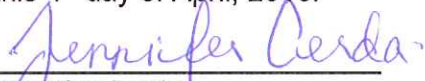
AGENDA

1. Roll Call
2. Public Comment
3. Approval of Executive Committee meeting minutes- March 3, 2016

New Business

4. Discussion of DMAC Contract Renewal
5. Discussion of Executive Committee elections
6. Discussion of 2015 EMPG grant deadline
7. Adjournment

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at La Mirada City Hall, not less than 72 hours prior to the meeting. Dated this 4th day of April, 2016.


Jennifer Cerda
Administrative Manager
Area E Disaster Management



Area E Executive Committee Meeting

Area E Disaster Management Office

Meeting Minutes for March 3, 2016

Meeting was called to order at 3:15 pm by Executive Committee Chairman Andrew Vialpando.

1) Roll Call: Roll call was taken.

Members Present: Member Joel Hockman; Member Sheri Koomen; Vice Chairman Stacy Barnes, Chairman Andrew Vialpando

Members Absent: Member Andrew Stevens

Guests Present: LA County OEM Ashu Palta

Staff Present: Area E DMAC Cullen Armet; Administrative Manager Jennifer Cerda

2) Public Comment: No public comment was made.

3) Approval of Executive Committee meeting minutes- February 4, 2016

Chairman Andrew Vialpando moved and Vice Chairman Stacy Barnes seconded to approve the minutes of the February Executive Committee meeting.

MOTION CARRIED BY THE FOLLOWING ROLL CALL VOTE:

AYES: Member Joel Hockman, Member Sheri Koomen, Vice Chairman Stacy Barnes, Chairman Andrew Vialpando

NOES: None

ABSENT: Member Andrew Stevens

ABSTAIN:

NEW BUSINESS

4) CERT Coordinators Update

Chairman Andrew Vialpando reported that Area E Regional CERT Coordinator Andrew Stevens will be absent for a couple of months for medical reasons.

Member Sheri Koomen gave a brief history on the background and intentions of the CERT program to support Area E Cities.

Member Stacy Barnes gave a brief update of the CERT Coordinators meetings. For FY 2016-17 CERT Coordinators have discussed maintaining four CERT refresher trainings.

An in-depth CERT Coordinators meeting will take place in April to discuss future vision of the Area E Regional CERT program.

Chairman Andrew Vialpando suggested that the Area E office continue to serve as a support to the Area E Regional CERT program and that Area E CERT Coordinators should discuss any costs for future trainings for the FY 2016-17 budget.

5) Discussion of change in general board meeting schedule

DMAC Cullen Armet proposed to continue to hold monthly general board meetings, along with a quarterly Area E partner's meeting.

Member Sheri Koomen suggested to survey the cities to see why participation is so high in order to maintain attendance.

Member Ashu Palta suggested the use of web based/ conference call meetings.

Vice Chairman Stacy Barnes suggested that valuable programs/ presentations be offered at every meeting. Time can be kept short by cutting out breaks.

Chairman Andrew Vialpando suggested to tailor the agenda to fit the type of meeting that will be conducted (i.e. business, workshop, partner, etc.). On months with a lot of business items, presentations can be tabled for future meetings.

DMAC Cullen Armet suggested to change meeting locations to different Area E cities who are willing to host.

The Executive Committee agreed that general board meetings be held monthly, and that the meeting agenda's be tailored to suit the particular meeting focus.


6) Adjournment

There being no further business to be brought before the Area E Executive Committee, the March meeting adjourned at 4:09 pm.

Submitted:


Jennifer Cerda, Administrative Manager

Attest:


Andrew Vialpando, Chairman

APPROVED:
April 7, 2016

Process of Elections

Date	Action	Responsible For:
4/20/16	- Announcement of the FY 15-16 Elections will be made by the Area E Chairman to the General Board at the April Board Meeting.	Area E Chairman
4/25/16	- Area E Administrative Manager will send out nomination form for Area E Executive Committee Chairman and Vice Chairman to City ESC's (see sample form).	Area E Administrative Manager
	- Each Area E city will have a total of one vote where city ESC's are eligible to nominate themselves.	City ESC's
	- City ESC's will also be asked if they have an interest to join the Executive Committee as a voting Member.	
5/13/16	- Deadline to submit nominations to the Area E Office.	
5/14/16	- The nominees with the highest tally will be contacted for their interest in becoming Chairman or Vice Chairman. If the highest does not wish to participate in either election, the second highest will be contacted and so forth. If a tie exists and all parties are interested in joining, all names will be added to the ballot.	Area E Administrative Manager
	- If nominees would prefer to become Members of the Executive Committee they will be taken from the ballot, but saved for consideration of the incoming Chairman and Vice Chairman.	
5/18/16	- Ballots with the nominees for Chairman and Vice Chairman will be given to each Area E City in attendance. One vote per Area E City.	
	- The Administrative Manager will tally votes and the incoming FY 2016-17 Board Chairman and Vice Chairman will be announced.	
	- The general Board will vote for approval.	General Board
	- The incoming Chairman and Vice Chairman will be provided the names of the interested persons for the Executive Committee. They will determine the remaining 3 positions.	FY 16-17 Chairman and Vice Chairman

Area E General Board Chairman and Vice Chairman Nomination Form



Name of Nominee:	
Area E City:	
Title:	
Address:	
Phone Number:	Email:

Type of Nomination:

☐

Self Nomination

☐

Nominating an Area E General Board Member as a candidate. Please provide your contact information:

Nominators Name:	Area E City:
Phone Number:	Email:

Qualifications:

Area E General Board members who wish to be considered for the election process of Area E General Board Chairman and Vice Chairman must meet the following requirements:

- Personally agrees to be nominated (if being nominated by someone else).
- Membership dues must be in good standing for current year.
- Is required to attend monthly Board meetings.

Area E General Board Chairman and Vice Chairman Nomination Form

- Cover costs of travel to meetings.
- Have actively participated and worked on the Area E General Board for over 6 months prior to the election and/or can provide special skills or benefits to the Area E Board.

NOMINATION: (This section must be completed for the nomination to be valid)

☐

Self Nomination

☐

Nominating another Area E General Board Member as a Candidate

Please complete and sign appropriate section below.

SELF NOMINATION: Area E Chairman

I, _____ agree to be nominated as the FY 2016-17 Area E General Board Chairman. I acknowledge that I am a member in good standing of Area E, and will be required to attend monthly Board meetings. I acknowledge that I will have to cover costs of travel to meetings and have worked with the Area E General Board for over 6 months prior to the election and/ or can provide special skills or benefits to the Area E General Board and will actively work as a member of the Area E General Board after being elected.

Signature**

Date

NOMINATION OF ANOTHER INDIVIDUAL: Area E Chairman

I, _____ nominate _____ as the FY 2016-17 Area E General Board Chairman. I acknowledge that he/she is a member in good standing of Area E, and will be able to attend monthly Board meetings. He/she will be able to cover travel costs to meetings and has worked with the Area E General Board for over 6 months prior to the election and/or can provide special skills or benefits to the Area E General Board. He/she will actively work as a member of the Area E General Board after being elected.

Signature**

Date

Area E General Board Chairman and Vice Chairman Nomination Form

SELF NOMINATION: Area E Vice Chairman

I, _____ agree to be nominated as the FY 2016-17 Area E General Board Vice Chairman. I acknowledge that I am a member in good standing of Area E, and will be required to attend monthly Board meetings. I acknowledge that I will have to cover costs of travel to meetings and have worked with the Area E General Board for over 6 months prior to the election and/ or can provide special skills or benefits to the Area E General Board and will actively work as a member of the Area E General Board after being elected.

Signature**

Date

NOMINATION OF ANOTHER INDIVIDUAL: Area E Vice Chairman

I, _____ nominate _____ as the FY 2016-17 Area E General Board Vice Chairman. I acknowledge that he/she is a member in good standing of Area E, and will be able to attend monthly Board meetings. He/she will be able to cover travel costs to meetings and has worked with the Area E General Board for over 6 months prior to the election and/or can provide special skills or benefits to the Area E General Board. He/she will actively work as a member of the Area E General Board after being elected.

Signature**

Date

Area E General Board Chairman and Vice Chairman Ballot Form

***Mark One vote for Area E Chairman**

AREA E CHAIRMAN:

	Chairman Nominee _____ – City of A
	Chairman Nominee _____ – City of B
	Chairman Nominee _____ – City of C
	Chairman Nominee _____ – City of D

***Mark One vote for Area E Vice Chairman**

AREA E VICE CHAIRMAN:

	Vice Chairman Nominee _____ – City of E
	Vice Chairman Nominee _____ – City of F
	Vice Chairman Nominee _____ – City of G
	Vice Chairman Nominee _____ – City of H

Area E DMAC Contract Renewal FY 2016-17

	Annual	Hourly*	Monthly*
Current	\$ 69,600.00	\$ 33.46	\$ 5,800.00
Market	\$ 104,000.00	\$ 50.00	\$ 8,666.67
Proposed	\$ 83,520.00	\$ 40.15	\$ 6,960.00

* Based on 40/hr work week (2,080 hrs)

Notes:

- Proposed figure reflects 20 percent increase for health and retirement benefits.
- An additional \$1,400 will be included into final contract rate for mileage, and be removed from Area E Operating Expenses line item.
- (Future) Compensation may be negotiated in the future to include the required insurances.
- Renewal each July 1 by written notice (only by Exec Committee ?) – Section 2 of Agreement.

Additional terms:

- Eliminate language "hours" (25-30 hours/week); fully performance and deliverables based
- Termination of Contract with 45 day notice.
- Alterations to Agreement, including rate increase, will need to be approved by General Board before July 1 (Section 2, not currently specified in contract that GB is required to approve alterations).

Total Rate:

\$84,920



DMAC Performance Report (FY 2015-2016)

Area E Office
13700 La Mirada Blvd.
La Mirada, CA 90638

The following is a summary of the activities and deliverables/projects provided by the Area E DMAC during FY15-16.

1. Planning

- OA Debris Management Plan (Complete)
- OATESC (Ongoing)
- Whittier Narrows Dam Project (Ongoing)

2. Training

Area E Wide

- CWIRS Radio Webinar (8/25/15)
- Alert LA County Webinar (10/13/15)
- CSTI SEMS Combo (11/10/15)
- Flood Preparedness and Field Awareness (12/2/15)
- Shelter Management Training (12/3/15)
- ESC Orientation (12/10/15)
- OARRS Training (2/10/16)
- CSTI SEMS Combo (2/24/16)
- CSTI SEMS Combo (4/18/16)
- CSTI G775 (5/2-3/16)
- CSTI G 191 (5/4/16)
- Disaster Recovery Webinar (TBA)
- CWIRS Updates Webinar (TBA)

City Specific

- Commerce EOC Refresher (11/12/15)
- South Gate EOC Refresher (12/15/15)
- Paramount EOC Refresher (1/14/16)
- City of Whittier OA Presentation (1/26/16)
- City of Maywood El Nino Forum (2/11/16)
- City of Bell, Bell Gardens and Huntington Park Co-Op (Ongoing)

3. Exercises

- City of Pico Rivera Tabletop (8/4/15)
- City of Pico Rivera Functional Exercise (10/2/15)
- Medical Countermeasure Exercise (11/17/15)
- City of Compton Functional Exercise (11/18/15)

4. Outreach

- City Assessment Meetings (23)
- Development and maintenance of ESC Digital Library (Ongoing)
- Area E Emergency Management Taskforce – Mentor Program and EMMA (Ongoing)
- Catholic Archdiocese Shelter MOU (Ongoing)
- Sheriff Station/ESC Partnership (Ongoing)

5. Business Development and Other

- New Website Domain and Emails
- Cloud Storage and Systems Backup
- Contacts Management System
- EMPG Activity Reporting System

6. Upcoming Projects/Deliverables

- DSW Training Program
- EOP Template and Workshops
- Debris Management Annex Workshops

AGREEMENT FOR COORDINATING DISASTER MANAGEMENT SERVICES
WITH DISASTER MANAGEMENT AREA E

THIS AGREEMENT is entered into as of **June 1, 2015** (the "Commencement Date"), by and between Disaster Management Area E, a joint powers authority (hereinafter called "Area E"), and **Cullen Armet**, an individual (hereinafter called "Contracted Coordinator").

RECITALS

A. Area E desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONTRACTED COORDINATOR represents that it is qualified to and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTED COORDINATOR's Services. CONTRACTED COORDINATOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of Area E.

Section 2. Term and Time of Performance. Except as otherwise provided in this AGREEMENT, this AGREEMENT shall terminate on June 30, 2016. (the "Termination Date"). Area E may extend this AGREEMENT for an additional one (1) year term, beginning July 1, 2016, by written notice to CONTRACTED COORDINATOR given at any time prior to the Termination Date and the "Termination Date" shall be adjusted accordingly. CONTRACTED COORDINATOR shall continue to perform the services described in Exhibit A through the Termination Date, and any extension thereof.

Section 3. Compensation. Area E agrees to compensate CONTRACTED COORDINATOR, and CONTRACTED COORDINATOR agrees to accept in full satisfaction for the services \$ 5,800 per month subject to prorating in the event of early termination and for any partial month (the "Consideration"). The Consideration shall constitute full payment for the services (including all clerical and secretarial support) and for any equipment, materials, supplies and expenses (including mileage, labor, materials delivery tax, assembly, and installation, as applicable) necessary to provide the services. Area E shall pay CONTRACTED COORDINATOR the Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein. By way of illustration only and to provide an estimate of the nature and scope of the services the parties anticipate will be required to achieve the results expected under this AGREEMENT, the parties estimate CONTRACTED COORDINATOR will devote 25-35 hours per week performing the services. In the event that significantly more or less time is required on a regular and continuing basis, either party may request consideration of an adjustment in the Consideration.

Area E agrees to pay up to \$300 for costs associated with professional memberships. Any amount above this threshold shall be paid by CONTRACTED COORDINATOR.

Area E may pay for CONTRACTED COORDINATOR's attendance at annual meetings / conferences upon prior approval of the Governing Board. Such payment(s) shall be limited to travel by common carrier, registration and lodging without regard to per diem.

Section 4. Independent Contractor. CONTRACTED COORDINATOR will act hereunder as an independent contractor. This AGREEMENT shall not and is not intended to constitute CONTRACTED COORDINATOR as an agent, servant, or employee of Area E and shall not and is not intended to create the relationship of partnership, joint venture or association between Area E and CONTRACTED COORDINATOR. CONTRACTED COORDINATOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTED COORDINATOR in the performance of services under this AGREEMENT. CONTRACTED COORDINATOR shall be solely responsible for, and shall indemnify, defend and save Area E harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

Section 5. Assignment. This AGREEMENT may not be assigned in whole in or in part by CONTRACTED COORDINATOR without the prior consent of Area E, which may be withheld in Area E's sole discretion. No assignment shall release the original parties or otherwise constitute a novation.

CONTRACTED COORDINATOR shall not subcontract any services to be performed under this AGREEMENT without prior written approval of Area E.

Section 6. CONTRACTED COORDINATOR/Area E Liaison. The Board Chair shall be the person principally responsible for coordinating CONTRACTED COORDINATOR'S obligations under this AGREEMENT and shall serve as principal liaison between Area E and CONTRACTED COORDINATOR. Designation of another Area E liaison for CONTRACTED COORDINATOR shall be made in writing.

Section 7. Personnel. CONTRACTED COORDINATOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTED COORDINATOR's services under this AGREEMENT. CONTRACTED COORDINATOR may associate with or employ associates in the performance of its services under this AGREEMENT, but at all times CONTRACTED COORDINATOR shall be responsible for all services pursuant to this AGREEMENT.

Section 8. Interests of CONTRACTED COORDINATOR. CONTRACTED COORDINATOR affirms that it has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services

contemplated by this AGREEMENT. No person having any such interest shall be employed by or be associated with CONTRACTED COORDINATOR. In order to help Area E enforce this provision, CONTRACTED COORDINATOR shall, on a quarterly basis, provide to Area E's Board a list of business interests held by CONTRACTED COORDINATOR which business interests may engage in work within or near the boundaries of any Area E member or which business interests may do business with Area E.

Section 9. Indemnification. DISASTER MANAGEMENT AREA E agrees to indemnify, defend and hold harmless the CONTRACTED COORDINATOR from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of the CONTRACTED COORDINATOR, in performing their official duties as set forth in this AGREEMENT. Disaster Management Area E's indemnification obligation is limited by and subject to the terms and conditions and limitations as specified in the Memorandum of Liability Protection between Disaster Management Area E and the California JPIA.

Section 10. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTED COORDINATOR in the course of providing any services pursuant to this AGREEMENT shall become the sole property of Area E and may be used, reused or otherwise disposed of by Area E without the permission of the CONTRACTED COORDINATOR. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of the AGREEMENT, CONTRACTED COORDINATOR shall turn over to Area E all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. With respect to computer files, CONTRACTED COORDINATOR shall make available to Area E, upon reasonable request by Area E, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Section 11. Evaluation. Area E shall evaluate the results achieved by CONTRACTED COORDINATOR under this AGREEMENT at approximately six (6) month intervals during the term of this AGREEMENT. In the event Area E does not conduct an evaluation as scheduled, CONTRACTED COORDINATOR may request an evaluation during the two (2) weeks following the evaluation date. In the event CONTRACTED COORDINATOR does not request an evaluation during this two (2) week period, the requirement for an evaluation shall be waived. Area E may, in its sole and absolute discretion consider adjustment of Consideration in conjunction with any Evaluation. Changes in Consideration shall only be effective if made in writing, duly approved by Area E.

Section 12. Obligations of Area E. CONTRACTED COORDINATOR hereby acknowledges and agrees that the debts, liabilities and obligations of Area E under this AGREEMENT are solely those of Area E and under no circumstances shall they be the debts, liabilities and obligations of any member agency of Area E.

Section 13. Early Termination. Either party may terminate this AGREEMENT with or without cause upon thirty (30) days' written notice. If said termination is without cause, Area E shall pay for services satisfactorily completed before termination.

Section 14. Notice to CONTRACTED COORDINATOR. Any notice required to be given to CONTRACTED COORDINATOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTED COORDINATOR postage prepaid to the CONTRACTED COORDINATOR's address as set for the below or personally delivered to CONTRACTED COORDINATOR at such address or other address specified to Area E in writing by CONTRACTED COORDINATOR.

Notice to Area E. Any notice required to be given to Area E shall be deemed duly and properly given upon delivery, if sent to Area E postage prepaid to the current chair of the Governing Board at the office in which the chair works or personally delivered to Area E at such address or other address specified to CONTRACTED COORDINATOR in writing by Area E.

Section 15. Entire Agreement. This AGREEMENT inclusive of EXHIBIT A, EXHIBIT A-1 and EXHIBIT B represents the entire integrated AGREEMENT between Area E and CONTRACTED COORDINATOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by a written instrument signed by both Area E and CONTRACTED COORDINATOR.

EXECUTED the day and year first above stated.

Disaster Management Area E

By Emely Merina
Chair, Governing Board

CONTRACTED COORDINATOR

By Gullon Armit
Address: 491 Eldora Rd.
Pasadena, CA 91104
Date: 5-22-15

EXHIBIT A

Scope of Services

The CONTRACTED COORDINATOR shall provide all general administrative services for the Area E Board and implement the policies set forth by the Board. These may include, but are not limited to, the following:

1. Attend all regular meetings of the Area E Board. Coordinate and schedule meetings, prepare regular reports, and supporting meeting materials for the Board.
2. Research, prepare, and provide written, verbal, and financial analysis on specific Area E projects and programs.
3. Prepare written summaries of all meetings and follow-up correspondence as necessary. In addition, represent Area E at designated meetings including, but not limited to meetings of the operational area, state, federal, private, and non-profit organizations.
4. Directly interface with Area E Board members and establish a communication network that provides the Board with pertinent information in a timely manner upon which the Board can make meaningful decisions.
5. Disseminate emergency management information received from the County / County Operational Area to all Area E cities.
6. Work with the Operational Area in the development and submission of required emergency management assistance grant documents.
7. Participate in operational area planning, exercises, and training. Conduct and facilitate training sessions for Area E cities as necessary.
8. Advocate for Area E Cities and liaison with the Los Angeles County Operational Area (Op Area) Emergency Operations Center (EOC) (OAEOC) as necessary; assist other Areas as requested; assist in staffing the City Liaison post at the OAEOC.
9. Serve as a liaison with the Los Angeles County Sheriff's Department Emergency Operations Bureau and Station Coordinators and Fire Department, American Red Cross, Los Angeles County Office of Emergency Management, Los Angeles County Operational Area, State Office of Emergency Services and U.S. Department of Homeland Security, monitoring key issues and legislation, and its impacts on Area E.

10. Assist in the preparation and presentation of the annual budget for Board approval.
11. Maintain all records necessary for participation in Emergency Management Performance Grant (EMPG) funding.
12. Assist Area E cities in the preparation and revisions of necessary ordinances, resolutions, and other materials required by the U.S. Department of Homeland Security, State OES, and the Operational Area.
13. Keep office hours at least one day a week in a specified location, as necessary to nature of the services and results to be achieved, to meet with Area E staff members, consultants and to take care of Area E business as required.
14. Perform other such duties as are listed in the Duty Statement attached hereto as Exhibit A-1. Optional responsibilities listed in the Duty Statement (Exhibit A-1) may be modified by the Area E Board in meeting its specific needs.

EXHIBIT A-1
ATTACHED DOCUMENT

EXHIBIT B

Schedule of Payment

By the 1st of each month, CONTRACTED COORDINATOR shall provide to Area E a Statement of Services setting forth (l) the hours spent by CONTRACTED COORDINATOR performing services for Area E during the prior month not included in Section 3 of the AGREEMENT. Area E shall pay all undisputed amounts set forth in a Statement of Services by the 15th of the month in which the Statement is received.

AMENDMENT TO AGREEMENT FOR COORDINATING DISASTER MANAGEMENT SERVICES WITH DISASTER MANAGEMENT AREA E

THIS AMENDMENT to the AGREEMENT FOR COORDINATING DISASTER MANAGEMENT SERVICES between Disaster Management Area E, a joint powers authority (hereinafter called "Area E"), and **Cullen Armet**, an individual (hereinafter called "Contracted Coordinator") is effective as of **September 16, 2015**.

RECITALS

- A. Area E and Contracted Coordinator entered into an Agreement for Coordinating Disaster Management Services dated May 22, 2015 ("Agreement"), whereby Contracted Coordinator agreed to provide Disaster Management Area Coordinator services for Area E, as described in the Scope of Services in the Agreement.
- B. Area E and Contracted Coordinator now desire to amend the Agreement in order to modify terms and conditions to allow the Contracted Coordinator to be reimbursed for vehicle mileage costs.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 3 of this agreement is hereby amended as follows:

Section 3. Compensation. Area E agrees to compensate CONTRACTED COORDINATOR, and CONTRACTED COORDINATOR agrees to accept in full satisfaction for the services \$ 5,800 per month subject to prorating in the event of early termination and for any partial month (the "Consideration"). The Consideration shall constitute full payment for the services (including all clerical and secretarial support) and for any equipment, materials, supplies and expenses (including labor, materials delivery tax, assembly, and installation, as applicable) necessary to provide the services. Area E shall reimburse CONTRACTED COORDINATOR for vehicle mileage costs incurred while conducting Area E business at the federal standard mileage rate set each year by the Internal Revenue Service. Area E shall pay CONTRACTED COORDINATOR the Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein. By way of illustration only and to provide an estimate of the nature and scope of the services the parties anticipate will be required to achieve the results expected under this AGREEMENT, the parties estimate CONTRACTED COORDINATOR will devote 25-35 hours per week performing the services. In the event that significantly more or less time is required on a regular and continuing basis, either party may request consideration of an adjustment in the Consideration.

Area E agrees to pay up to \$300 for costs associated with professional memberships. Any amount above this threshold shall be paid by CONTRACTED COORDINATOR.

Area E may pay for CONTRACTED COORDINATOR's attendance at annual meetings / conferences upon prior approval of the Governing Board. Such payment(s) shall be limited to travel by common carrier, registration and lodging without regard to per diem.

AMMENDMENT EXECUTED the day and year stated above.

Disaster Management Area E

By _____
Chair, Governing Board

CONTRACTED COORDINATOR

By _____

Address: _____

Date: _____

AGREEMENT FOR
DISASTER MANAGEMENT AREA COORDINATOR SERVICES WITH AREA E

Deleted: AREA E

THIS AGREEMENT is entered into as of July 1, 2016 (the "Commencement Date"), by and between Disaster Management AREA E, a joint powers authority (hereinafter called "AREA E"), and Cullen Armet, an individual (hereinafter called "CONTRACTED COORDINATOR").

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Deleted: Contracted Coordinator

RECITALS

A. AREA E desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

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B. CONTRACTED COORDINATOR represents that it is qualified to and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTED COORDINATOR's Services. CONTRACTED COORDINATOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of AREA E.

Deleted: Area E

Section 2. Term and Time of Performance. Except as otherwise provided in this AGREEMENT, this AGREEMENT shall terminate on June 30, 2017. (the "Termination Date"). AREA E may extend this AGREEMENT for an additional one (1) year term, beginning July 1, 2017, by written notice to CONTRACTED COORDINATOR given at any time prior to the Termination Date and the "Termination Date" shall be adjusted accordingly. CONTRACTED COORDINATOR shall continue to perform the services described in Exhibit A through the Termination Date, and any extension thereof.

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Section 3. Compensation. AREA E agrees to compensate CONTRACTED COORDINATOR, and CONTRACTED COORDINATOR agrees to accept in full satisfaction for the services \$ 6,960 per month subject to prorating in the event of early termination and for any partial month (the "Consideration"). The Consideration shall constitute full payment for the services (including all clerical and secretarial support) and for any equipment, materials, supplies and expenses (including mileage, labor, materials delivery tax, assembly, and installation, as applicable) necessary to provide the services. AREA E shall pay CONTRACTED COORDINATOR the Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Deleted: Area E

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Deleted: By way of illustration only and to provide an estimate of the nature and scope of the services the parties anticipate will be required to achieve the results expected under this AGREEMENT, the parties estimate CONTRACTED COORDINATOR will devote 25-35 hours per week performing the services

Deleted: In the event that significantly more or less time is required on a regular and continuing basis, either party may request consideration of an adjustment in the Consideration.

| AREA E agrees to pay up to \$300 for costs associated with professional memberships. Any amount above this threshold shall be paid by CONTRACTED COORDINATOR.

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| AREA E may pay for CONTRACTED COORDINATOR's attendance at annual meetings / conferences upon prior approval of the Governing Board. Such payment(s) shall be limited to travel by common carrier, registration and lodging without regard to per diem.

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| Section 4. Independent Contractor. CONTRACTED COORDINATOR will act hereunder as an independent contractor. This AGREEMENT shall not and is not intended to constitute CONTRACTED COORDINATOR as an agent, servant, or employee of AREA E and shall not and is not intended to create the relationship of partnership, joint venture or association between AREA E and CONTRACTED COORDINATOR. CONTRACTED COORDINATOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTED COORDINATOR in the performance of services under this AGREEMENT. CONTRACTED COORDINATOR shall be solely responsible for, and shall indemnify, defend and save AREA E harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

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| Section 5. Assignment. This AGREEMENT may not be assigned in whole in or in part by CONTRACTED COORDINATOR without the prior consent of AREA E, which may be withheld in AREA E's sole discretion. No assignment shall release the original parties or otherwise constitute a novation.

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| CONTRACTED COORDINATOR shall not subcontract any services to be performed under this AGREEMENT without prior written approval of AREA E.

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| Section 6. CONTRACTED COORDINATOR/AREA E Liaison. The Board Chair shall be the person principally responsible for coordinating CONTRACTED COORDINATOR'S obligations under this AGREEMENT and shall serve as principal liaison between AREA E and CONTRACTED COORDINATOR. Designation of another AREA E liaison for CONTRACTED COORDINATOR shall be made in writing.

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| Section 7. Personnel. CONTRACTED COORDINATOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTED COORDINATOR's services under this AGREEMENT. CONTRACTED COORDINATOR may associate with or employ associates in the performance of its services under this AGREEMENT, but at all times CONTRACTED COORDINATOR shall be responsible for all services pursuant to this AGREEMENT.

| Section 8. Interests of CONTRACTED COORDINATOR. CONTRACTED COORDINATOR affirms that it has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services

contemplated by this AGREEMENT. No person having any such interest shall be employed by or be associated with CONTRACTED COORDINATOR. In order to help AREA E enforce this provision, CONTRACTED COORDINATOR shall, on an annual basis, provide to AREA E's Board a list of business interests held by CONTRACTED COORDINATOR which business interests may engage in work within or near the boundaries of any AREA E member or which business interests may do business with AREA E.

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Section 9. Hold Harmless and Indemnification. To the extent permitted by law, CONTRACTED COORDINATOR shall indemnify, defend, and hold the AREA E, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, damage, and causes of action (including payment of AREA E's actual attorney's fees and costs) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, including any claim that any retention period set forth in any retention schedule provided by CONTRACTED COORDINATOR violates any State or federal law, expense, and costs arising out of or connected with the performance of work by CONTRACTED COORDINATOR, its officers, employees, agents, volunteers, and subcontractors, under this AGREEMENT, except for any such claim that is the result of the negligence or willful misconduct of AREA E, its officers, employees, agents or volunteers. CONTRACTOR further shall indemnify, defend and hold AREA E harmless with respect to any and all claims that AREA E's use or possession of any or all of CONTRACTED COORDINATOR's Materials violates any proprietary or intellectual property right. In the event AREA E is prevented from using any of the CONTRACTED COORDINATOR's Materials due to any such claim of infringement, CONTRACTOR shall either obtain a perpetual license at CONTRACTED COORDINATOR's expense allowing AREA E's full use of CONTRACTED COORDINATOR's Materials as provided herein, or CONTRACTED COORDINATOR shall refund to AREA E all amounts paid pursuant to this Agreement, without pro-rata.

Section 10. Insurance. Prior to the beginning of and throughout the duration of the work, CONTRACTED COORDINATOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTED COORDINATOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTED COORDINATOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTED COORDINATOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTED COORDINATOR or its subcontractors in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to City.

The CONTRACTED COORDINATOR agrees to maintain workers compensation, and commercial general and automobile liability, providing protection against liability for injuries, death, property damage and/or other loss, and in connection therewith, shall provide AREA E with a written Certificate of Insurance evidencing such liability

Deleted: Indemnification. DISASTER MANAGEMENT AREA E agrees to indemnify, defend and hold harmless the CONTRACTED COORDINATOR from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of the CONTRACTED COORDINATOR, in performing their official duties as set forth in this AGREEMENT. Disaster Management Area E's indemnification obligation is limited by and subject to the terms and conditions and limitations as specified in the Memorandum of Liability Protection between Disaster Management Area E and the California JPIA.

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coverage with limits in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

If coverage is maintained on a claims-made basis, CONTRACTED COORDINATOR shall maintain such coverage for an additional period of one (1) year following termination of the contract.

AREA E reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the CONTRACTED COORDINATOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTED COORDINATOR, AREA E and CONTRACTED COORDINATOR may renegotiate CONTRACTED COORDINATOR's compensation.

Section 11. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTED COORDINATOR in the course of providing any services pursuant to this AGREEMENT shall become the sole property of AREA E and may be used, reused or otherwise disposed of by AREA E without the permission of the CONTRACTED COORDINATOR. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of the AGREEMENT, CONTRACTED COORDINATOR shall turn over to AREA E all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. With respect to computer files, CONTRACTED COORDINATOR shall make available to AREA E, upon reasonable request by AREA E, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Section 12. Evaluation. AREA E shall evaluate the results achieved by CONTRACTED COORDINATOR under this AGREEMENT at approximately six (6) month intervals during the term of this AGREEMENT. In the event AREA E does not conduct an evaluation as scheduled, CONTRACTED COORDINATOR may request an evaluation during the two (2) weeks following the evaluation date. In the event CONTRACTED COORDINATOR does not request an evaluation during this two (2) week period, the requirement for an evaluation shall be waived. AREA E may, in its sole and absolute discretion consider adjustment of Consideration in conjunction with any Evaluation. Changes in Consideration shall only be effective if made in writing, duly approved by AREA E.

Section 13. Obligations of AREA E. CONTRACTED COORDINATOR hereby acknowledges and agrees that the debts, liabilities and obligations of AREA E under this AGREEMENT are solely those of AREA E and under no circumstances shall they be the debts, liabilities and obligations of any member agency of AREA E.

Section 14. Early Termination. Either party may terminate this AGREEMENT with or without cause upon forty five (45) days written notice. If said

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termination is without cause, AREA E shall pay for services satisfactorily completed before termination.

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Section 15, Notice to CONTRACTED COORDINATOR. Any notice required to be given to CONTRACTED COORDINATOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTED COORDINATOR postage prepaid to the CONTRACTED COORDINATOR's address as set for the below or personally delivered to CONTRACTED COORDINATOR at such address or other address specified to AREA E in writing by CONTRACTED COORDINATOR.

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Notice to AREA E. Any notice required to be given to AREA E shall be deemed duly and properly given upon delivery, if sent to AREA E postage prepaid to the current chair of the Governing Board at the office in which the chair works or personally delivered to AREA E at such address or other address specified to CONTRACTED COORDINATOR in writing by AREA E.

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Section 16, Entire Agreement. This AGREEMENT inclusive of EXHIBIT A, EXHIBIT A-1 and EXHIBIT B represents the entire integrated AGREEMENT between AREA E and CONTRACTED COORDINATOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by a written instrument signed by both AREA E and CONTRACTED COORDINATOR.

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EXECUTED the day and year first above stated.

Disaster Management AREA E

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By _____
Chair, Governing Board

CONTRACTED COORDINATOR

By _____

Address: _____

Date: _____

EXHIBIT A

Scope of Services

The CONTRACTED COORDINATOR shall provide all general administrative services for the AREA E Board and implement the policies set forth by the Board. These may include, but are not limited to, the following:

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1. Attend all regular meetings of the AREA E Board. Coordinate and schedule meetings, prepare regular reports, and supporting meeting materials for the Board.

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2. Research, prepare, and provide written, verbal, and financial analysis on specific AREA E projects and programs.

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3. Prepare written summaries of all meetings and follow-up correspondence as necessary. In addition, represent AREA E at designated meetings including, but not limited to meetings of the operational area, state, federal, private, and non-profit organizations.

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4. Directly interface with AREA E Board members and establish a communication network that provides the Board with pertinent information in a timely manner upon which the Board can make meaningful decisions.

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5. Disseminate emergency management information received from the County / County Operational Area to all AREA E cities.

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6. Work with the Operational Area in the development and submission of required emergency management assistance grant documents.

7. Participate in operational area planning, exercises, and training. Conduct and facilitate training sessions for AREA E cities as necessary.

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8. Advocate for AREA E Cities and liaison with the Los Angeles County Operational Area (Op Area) Emergency Operations Center (EOC) (OAEOC) as necessary; assist other Areas as requested; assist in staffing the City Liaison post at the OAEOC.

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9. Serve as a liaison with the Los Angeles County Sheriff's Department Emergency Operations Bureau and Station Coordinators and Fire Department, American Red Cross, Los Angeles County Office of Emergency Management, Los Angeles County Operational Area, State Office of Emergency Services and U.S. Department of Homeland Security, monitoring key issues and legislation, and its impacts on AREA E.

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10. Assist in the preparation and presentation of the annual budget for Board approval.

11. Maintain all records necessary for participation in Emergency Management Performance Grant (EMPG) funding.

12. Assist AREA E cities in the preparation and revisions of necessary ordinances, resolutions, and other materials required by the U.S. Department of Homeland Security, State OES, and the Operational Area.

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13. Keep office hours at least one day a week in a specified location, as necessary to nature of the services and results to be achieved, to meet with AREA E staff members, consultants and to take care of AREA E business as required.

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14. Perform other such duties as are listed in the Duty Statement attached hereto as Exhibit A-1. Optional responsibilities listed in the Duty Statement (Exhibit A-1) may be modified by the AREA E Board in meeting its specific needs.

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EXHIBIT A-1¶
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ATTACHED DOCUMENT¶

EXHIBIT B

Schedule of Payment

By the 1st of each month, CONTRACTED COORDINATOR shall provide to AREA E a Statement of Services detailing the work performed by the CONTRACTED COORDINATOR, pursuant to the terms in Section 3 of the AGREEMENT. AREA E shall pay all undisputed amounts set forth in a Statement of Services by the 15th of the month in which the Statement is received.

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Area E Executive Committee Mtg.
 April 7, 2016
 La Mirada 3:00-5:00 p.m.

	Last Name	First Name	Agency	Signature	
1	Armet	Cullen	Area E DMAC		
2	Barnes	Stacy	City of Compton		
3	Cerda	Jennifer	Area E Staff	Jennifer Cerda	
4	Hill	Rod	City of Whittier		
5	Hockman	Joel	City of Bellflower		
6	Koomen	Sheri	City of South Gate		
7	Palta	Ashu	LA Co OEM		
8	Stevens	Andrew	City of Downey		
9	Vialpando	Andrew	City of La Mirada		
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